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RECORDATION NO. 15688-A FILED 1425

MAR 24 1993 3:30 PM

INTERSTATE COMMERCE COMMISSION

March 23, 1993

3-083A042

Mr. Sidney Strickland
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue N.W.
Washington, D.C. 20423

Re: Secondary Document For Filing Under Recordation No. 15688

Dear Mr. Strickland:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Release and Bill of Sale, a secondary document, dated as of March 22, 1993. The primary document to which this is connected is recorded under Recordation No. 15688 (the primary document is the Equipment Trust Agreement dated as of March 1, 1988 between Harris Trust and Savings Bank, as Trustee, and The Atchison, Topeka and Santa Fe Railway Company Equipment Trust, Series 6, was created).

The names and addresses of the parties to the documents are as follows:

Trustee: Harris Trust and Savings Bank
311 West Monroe Street
Chicago, Illinois 60690
Attn: Mr. R. G. Mason

Lessee: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
Attn: Director of Finance

Mr. Sidney Strickland
March 23, 1993
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A description of the Equipment covered by the enclosed document follows:

Two (2) 3600 horsepower diesel electric locomotives, original GMC (EMD)
Model SD45-2; ATSF remanufacturer; unit numbers 5855 and 5861.

A fee of \$16.00 is enclosed. Please return the original and any extra copies not
needed by the Interstate Commerce Commission for recordation to the following address:

Stuart E. Vaughn
Attorney at Law
2912 W. Alluvial Avenue
Fresno, California 93711

A short summary of the document to appear in the index follows:

Release and Bill of Sale to the Equipment Trust Agreement dated as of March 1,
1988 with Recordation No. 15688, dated as of March 22, 1993, and covering two (2)
SD45-2 locomotives.

Very truly yours,



Stuart E. Vaughn
Attorney for The Atchison, Topeka and
Santa Fe Railway Company

cc: Craig N. Smetko, Esq.
The Atchison Topeka, and
Santa Fe Railway Company

Interstate Commerce Commission
Washington, D.C. 20423

3/25/93

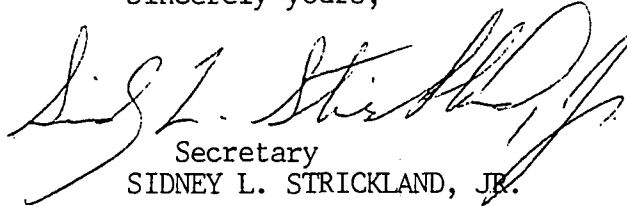
OFFICE OF THE SECRETARY

Stuart E. Vaughn
2912 W. Alluvial
Fresno, California 93711

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **3/24/93** at **3:30pm**, and assigned
recordation number(s). **15688-A**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

274*

RELEASE
AND
BILL OF SALEMAR 24 1993 3:30 PM
INTERSTATE COMMERCE COMMISSION

HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee") as the Trustee under The Atchison, Topeka and Santa Fe Railway Equipment Trust Agreement, Series 6, dated as of March 1, 1988, as supplemented (the "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the following railroad equipment ("Trust Equipment"):

<u>Quantity</u>	<u>Type</u>	<u>Unit Numbers</u>
2	3600 HP Diesel Electric Locomotive, Original GMC (EMD) Model SD45-2; ATSF Remanufacturer	5855 and 5861

subject, however, that all right, title and interest in and to the Equipment shall pass to THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement with respect to Trust Equipment that has become unsuitable for the Company's use and the Company's performance of all of its covenants and conditions therein contained with respect thereto. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement with respect to the above-described Trust Equipment, which has become unsuitable for use, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby release all of its right, title and interest in and to the above-described Trust Equipment and does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the above-described Trust Equipment, AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of the Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 22nd day of March, 1993.

HARRIS TRUST AND SAVINGS BANK
as Trustee



Vice President

[CORPORATE SEAL]

ATTEST:



Assistant Secretary

I, R. G. Mason, certify that I am a Vice President of Harris Trust and Savings Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on this 22ND day of March, 1993.

R. G. Mason